

1st 1568423

2011-006266
Klamath County, Oregon



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05/18/2011 11:29:13 AM

Fee: \$132.00

RECORDING COVER SHEET

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON REPRESENTING THE ATTACHED INSTRUMENT FOR RECORDING. ANY ERRORS IN THIS COVER SHEET DO NOT AFFECT THE TRANSACTION(S) CONTAINED IN THE INSTRUMENT ITSELF.

After Recording Return To:

**Farleigh Wada Witt
Attn: Marisol Ricoy McAllister
121 SW Morrison, Suite 600
Portland, OR 97204-3136**

1. Name(s) of the Transaction(s):

**Affidavit of Mailing
Affidavit of Publication**

**Affidavit of Posting
Affidavit of Compliance**

2. Direct Party (Grantor):

Farleigh Wada Witt

3. Indirect Party (Beneficiary):

Nelmstar, LLC

4. True and Actual Consideration Paid:

N/A

5. Legal Description:

Lot 44, Block 31, Tract No. 1184, OREGON SHORES UNIT #2 FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

6. Deed Reference:

N/A

f

After Recording Return To:

Marisol Ricoy McAllister [BST]
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF MAILING TRUSTEE'S NOTICE OF SALE

STATE OF OREGON)
) ss
County of Multnomah)

I, Karen L. Hammer, Legal Assistant at Farleigh Wada Witt, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and not the beneficiary or the beneficiary's successor in interest named in the attached original Trustee's Notice of Sale.

I gave notice of the sale of the real property described in the attached original Trustee's Notice of Sale by mailing copies thereof by both first class and certified mail with return receipt requested to each of the following named persons (or their legal representatives, where so indicated) at their respective last known addresses, to-wit:

Occupants and/or Tenants
34529 Cloutier Drive
Chiloquin, OR 97624

Nelmstar, L.L.C.
c/o Ben A. Nelms, Managing Member
3421 Dollina Ct.
Norman, OK 73069-7568

Nelmstar, L.L.C.
c/o Ben A. Nelms, Managing Member
39252 Winchester Road, Unit 107-316
Murrieta, CA 92563

Nelmstar, L.L.C.
c/o Ben A. Nelms, Managing Member
29249 Murrieta
Murrieta, CA 92563

Nelmstar, L.L.C.
c/o Brian Nelms, Registered Agent
63675 N. Hwy. 97
Bend, OR 97701

Nelmstar, L.L.C.
c/o Robert Wilkes
2581 Sparks
American Falls, ID 83211

Nelmstar, L.L.C.
c/o Nina Nelms, Member
13241 Wickshire Lane
Tustin, CA 92782-8720

Nelmstar, L.L.C.
c/o Nina Nelms, Member
29249 Murrieta
Murrieta, CA 92563

Oregon Shores Recreational Club Inc.
c/o Nan Kirby, Registered Agent
OSRC Inc.
2019 Meadow View
Chiloquin, OR 97624

Each of the notices so mailed was a true copy of the original Trustee's Notice of Sale. Each such copy was mailed in a sealed envelope, with postage thereon fully prepaid, and was deposited by me in the United States Post Office at Portland, Oregon, on **January 21, 2011**. With respect to each person listed above, one such notice was mailed by first class mail to the address indicated, and another such notice was mailed by certified mail with return receipt requested. Each such notice was mailed after the Notice of Default and Election to Sell was recorded and at least 120 days before the Trustee conducts the sale.



Karen L. Hammer, Legal Assistant

SUBSCRIBED AND SWORN to before me this 21 day of January, 2011.



Notary Public for Oregon



TRUSTEE'S NOTICE OF SALE

Reference is made to that certain deed of trust ("Trust Deed") made, executed and delivered by **Nelmstar, L.L.C.**, an Idaho Limited Liability Company, as grantor, to **AmeriTitle**, as trustee, in favor of **Textron Financial Corporation**, a Delaware corporation, as beneficiary, dated May 22, 2007, and recorded on May 23, 2007, as Recording No. 2007-009359, in the mortgage records of Klamath County, Oregon.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:

Lot 44, Block 31, Tract No. 1184, OREGON SHORES UNIT #2 FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

Arrearage in the sum of \$141,045.63 as of December 31, 2010, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale. The full amount of the Note balance became due and payable on May 22, 2010.

By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

Payoff in the sum of \$141,045.63 as of December 31, 2010, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns. The full amount of the Note balance became due and payable on May 22, 2010.

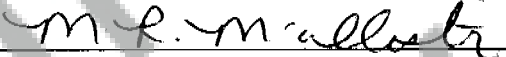
WHEREFORE, notice hereby is given that the undersigned trustee will on **June 14, 2011**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference.

DATED: January 21, 2011.



Marisol Ricoy McAllister, Successor Trustee
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204
Phone: 503-228-6044; fax: 503-228-1741

EXHIBIT A

NOTICE TO RESIDENTIAL TENANTS:

The property in which you are living is in foreclosure. A foreclosure sale is scheduled for **June 14, 2011**. Unless the lender who is foreclosing on this property is paid, the foreclosure will go through and someone new will own this property.

The following information applies to you only if you occupy and rent this property as a residential dwelling under a legitimate rental agreement. The information does not apply to you if you own this property or if you are not a residential tenant.

If the foreclosure goes through, the business or individual who buys this property at the foreclosure sale has the right to require you to move out. The buyer must first give you an eviction notice in writing that specifies the date by which you must move out. The buyer may not give you this notice until after the foreclosure sale happens. If you do not leave before the move-out date, the buyer can have the sheriff remove you from the property after a court hearing. You will receive notice of the court hearing.

FEDERAL LAW REQUIRES YOU TO BE NOTIFIED

IF YOU ARE OCCUPYING AND RENTING THIS PROPERTY AS A RESIDENTIAL DWELLING UNDER A LEGITIMATE RENTAL AGREEMENT, FEDERAL LAW REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING A CERTAIN NUMBER OF DAYS BEFORE THE BUYER CAN REQUIRE YOU TO MOVE OUT. THE FEDERAL LAW THAT REQUIRES THE BUYER TO GIVE YOU THIS NOTICE IS EFFECTIVE UNTIL DECEMBER 31, 2012. Under federal law, the buyer must give you at least 90 days' notice in writing before requiring you to move out. If you are renting this property under a fixed-term lease (for example, a six-month or one-year lease), you may stay until the end of your lease term. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and require you to move out after 90 days, even if you have a fixed-term lease with more than 90 days left.

STATE LAW NOTIFICATION REQUIREMENTS

IF THE FEDERAL LAW DOES NOT APPLY, STATE LAW STILL REQUIRES THE BUYER TO GIVE YOU NOTICE IN WRITING BEFORE REQUIRING YOU TO MOVE OUT IF YOU ARE OCCUPYING AND RENTING THE PROPERTY AS A TENANT IN GOOD FAITH. EVEN IF THE FEDERAL LAW REQUIREMENT IS NO LONGER EFFECTIVE AFTER DECEMBER 31, 2012, THE REQUIREMENT UNDER STATE LAW STILL APPLIES TO YOUR SITUATION. Under state law, if you have a fixed-term lease (for example, a six-month or one-year lease), the buyer must give you at least 60 days' notice in writing before requiring you to move out. If the buyer wants to move in and use this property as the buyer's primary residence, the buyer can give you written notice and

require you to move out after 30 days, even if you have a fixed-term lease with more than 30 days left.

If you are renting under a month-to-month or week-to-week rental agreement, the buyer must give you at least 30 days' notice in writing before requiring you to move out.

IMPORTANT: For the buyer to be required to give you notice under state law, you must prove to the business or individual who is handling the foreclosure sale that you are occupying and renting this property as a residential dwelling under a legitimate rental agreement. The name and address of the business or individual who is handling the foreclosure sale is shown on this notice under the heading "TRUSTEE." You must mail or deliver your proof not later than **May 15, 2011** (30 days before the date first set for the foreclosure sale). Your proof must be in writing and should be a copy of your rental agreement or lease. If you do not have a written rental agreement or lease, you can provide other proof, such as receipts for rent you paid.

ABOUT YOUR SECURITY DEPOSIT

Under state law, you may apply your security deposit and any rent you paid in advance against the current rent you owe your landlord. To do this, you must notify your landlord in writing that you want to subtract the amount of your security deposit or prepaid rent from your rent payment. You may do this only for the rent you owe your current landlord. If you do this, you must do so before the foreclosure sale. The business or individual who buys this property at the foreclosure sale is not responsible to you for any deposit or prepaid rent you paid to your landlord.

ABOUT YOUR TENANCY AFTER THE FORECLOSURE SALE

The business or individual who buys this property at the foreclosure sale may be willing to allow you to stay as a tenant instead of requiring you to move out. You should contact the buyer to discuss that possibility if you would like to stay. Under state law, if the buyer accepts rent from you, signs a new residential rental agreement with you or does not notify you in writing within 30 days after the date of the foreclosure sale that you must move out, the buyer becomes your new landlord and must maintain the property. Otherwise, the buyer is not your landlord and is not responsible for maintaining the property on your behalf and you must move out by the date the buyer specifies in a notice to you.

YOU SHOULD CONTINUE TO PAY RENT TO YOUR LANDLORD UNTIL THE PROPERTY IS SOLD TO ANOTHER BUSINESS OR INDIVIDUAL OR UNTIL A COURT OR A LENDER TELLS YOU OTHERWISE. IF YOU DO NOT PAY RENT, YOU CAN BE EVICTED. AS EXPLAINED ABOVE, YOU MAY BE ABLE TO APPLY A DEPOSIT YOU MADE OR PREPAID RENT YOU PAID AGAINST YOUR CURRENT RENT OBLIGATION. BE SURE TO KEEP PROOF OF ANY PAYMENTS YOU MAKE AND OF ANY NOTICE YOU GIVE OR RECEIVE CONCERNING THE APPLICATION OF YOUR DEPOSIT OR YOUR PREPAID RENT.

IT IS UNLAWFUL FOR ANY PERSON TO TRY TO FORCE YOU TO LEAVE YOUR HOME WITHOUT FIRST GOING TO COURT TO EVICT YOU. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU MAY WISH TO CONSULT A LAWYER. If you believe you need legal assistance, contact the Oregon State Bar and ask for the lawyer referral service. Contact information for the Oregon State Bar is included with this notice. If you do not have enough money to pay a lawyer and are otherwise eligible, you may be able to receive legal assistance for free. Information about whom to contact for free legal assistance is included with this notice.*

***HOW TO FIND A LAWYER:** If you need help finding a lawyer, you may call the Oregon State Bar's Lawyer Referral Service at (503) 684-3763, or toll free in Oregon at (800) 452-7636, or you may visit its website at www.osbar.org. Legal assistance may be available if you have a low income and meet federal poverty guidelines. For more information and a directory of legal aid programs, go to www.oregonlawhelp.org.

TRUSTEE:

Marisol Ricoy McAllister, Successor Trustee
Farleigh Wada Witt
121 SW Morrison, Suite 600
Portland, OR 97204
Phone: 503-228-6044
Fax: 503-228-1741

AFFIDAVIT OF POSTING

STATE OF OREGON
County of Klamath ss.

I, Robert Bolenbaugh, hereby certify and swear that at all times herein mentioned I was and now am a competent person 18 years of age or older and a resident of the state wherein the service hereinafter set forth was made; that I am not the beneficiary or trustee named in the original trustee's Notice of Sale attached hereto, not the successor of either, nor an officer, director, employee of or attorney for the beneficiary, trustee, or successor of either, corporate or otherwise.

I made service of the attached original Trustee's Notice of Sale; Exhibit A; Letter Dated 01/21/11, Addressed To Whom It May Concern upon the individuals and/or entities named below, by delivering a copy of the aforementioned documents, upon an OCCUPANT at the following "Property Address":

**34529 Cloutier Drive
Chiloquin, OR 97624**

As follows:

On 01/28/2011 at 11:16 AM, I attempted personal service at the Property Address. I received no answer at the front door and no one appeared to be home. At that time, I POSTED such true copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(A).

On 02/03/2011 at 9:57 AM, I returned to the Property Address and, again, received no answer at the front door. At that time, I POSTED another such copy conspicuously on the front door, pursuant to ORS 86.750 (1)(b)(B).

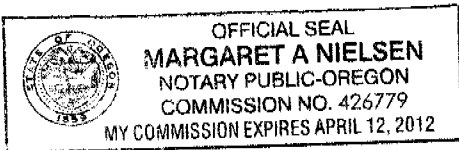
On 02/10/2011 at 9:39 AM, I returned to the Property Address and, again, received no answer at the front door. This attempt in person at the Property Address satisfies the third attempt requirement under ORS 86.750(1)(b)(C).

I declare under the penalty of perjury that the above statement is true and correct.

SUBSCRIBED AND SWORN BEFORE ME
this 17th day of February, 2011
by Robert Bolenbaugh.

Margaret A. Nielsen
Notary Public for Oregon

X *[Signature]*
Robert Bolenbaugh
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



235186

AFFIDAVIT OF MAILING

STATE OF OREGON
County of Multnomah ss.

I, Sarah Ruth Tasko, being first duly sworn, depose and say that I am employed by Nationwide Process Service, Inc. On February 11, 2011, I mailed a copy of the Trustee's Notice of Sale; Exhibit A; Letter Dated 01/21/11, Addressed To Whom It May Concern, by First Class Mail, postage pre-paid, to occupant, pursuant to ORS 86.750(1)(b)(C).

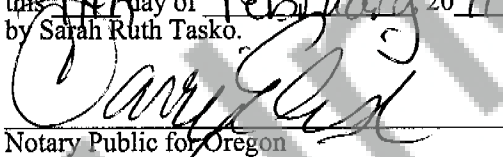
The envelope was addressed as follows:

OCCUPANT
34529 Cloutier Drive
Chiloquin, OR 97624

This mailing completes service upon an occupant at the above address with an effective date of **01/28/2011** as calculated pursuant to ORS 86.750 (1)(c).

I declare under the penalty of perjury that the above statement is true and correct.

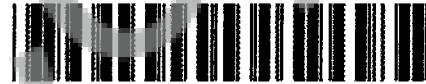
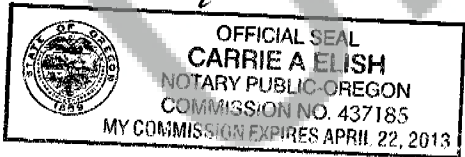
SUBSCRIBED AND SWORN BEFORE ME
this 11th day of February 2011
by Sarah Ruth Tasko.



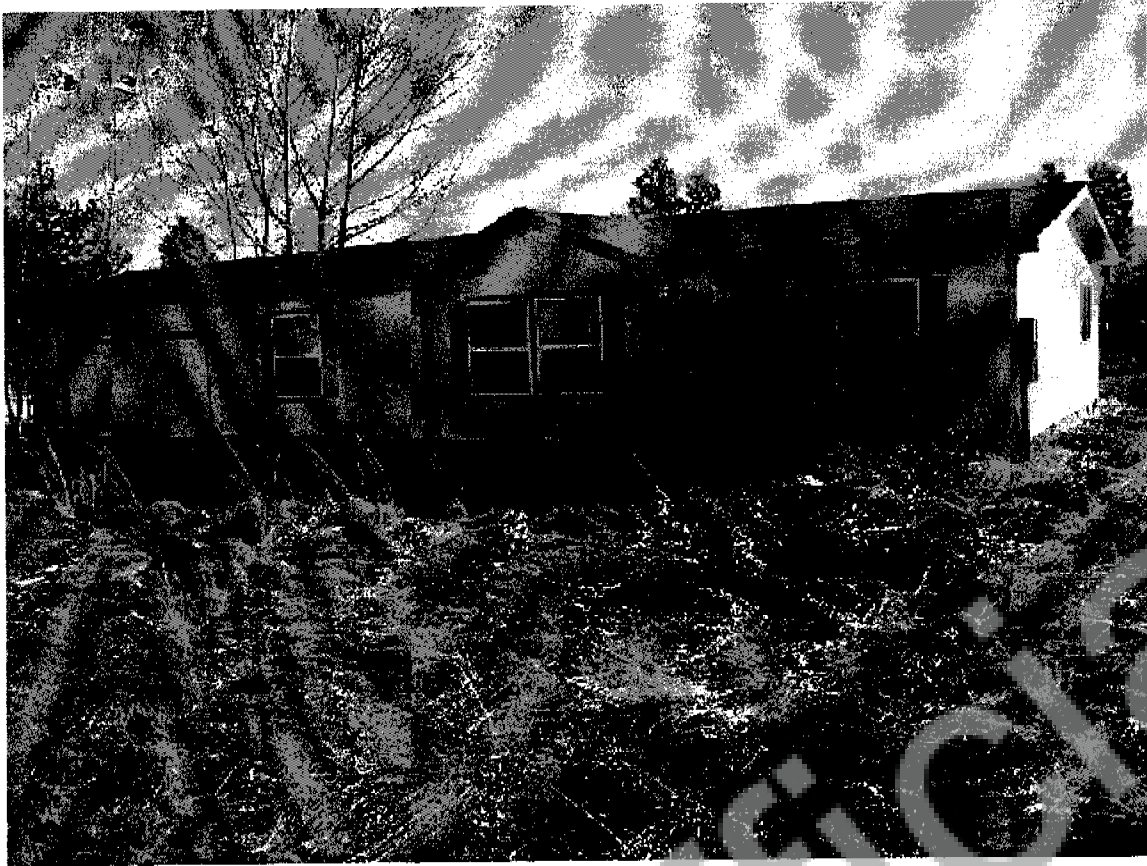
Notary Public for Oregon

X 

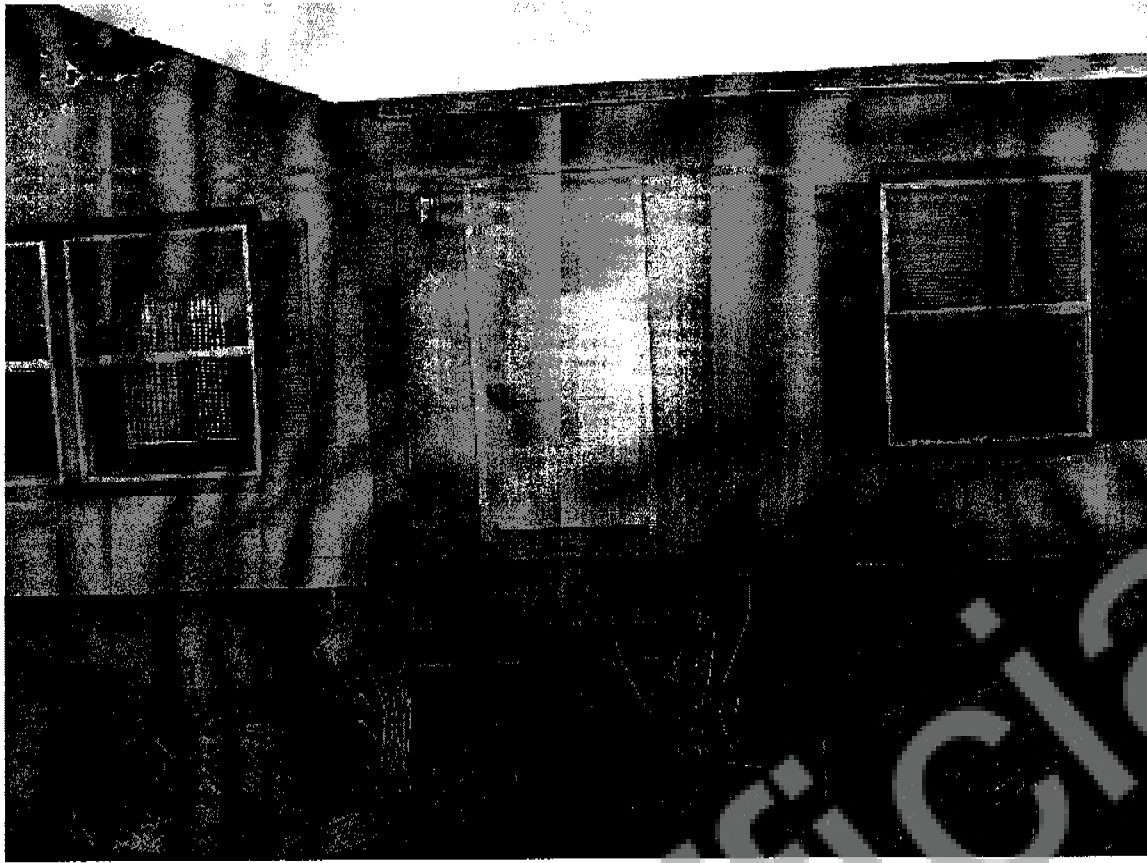
Sarah Ruth Tasko
Nationwide Process Service, Inc.
420 Century Tower
1201 SW 12th Avenue
Portland, OR 97205
(503) 241-0636



255186



Unofficial Copy



Unofficial
Copy

Affidavit of Publication

STATE OF OREGON,
COUNTY OF KLAMATH

I, Jeanine P. Day, Business Manager, being first duly sworn, depose and say that I am the principal clerk of the publisher of the Herald and News a newspaper in general circulation, as defined by Chapter 193 ORS, printed and published at Klamath Falls in the aforesaid county and state; that I know from my personal knowledge that the

Legal # 13214

Trustee's Notice of Sale

Nelmstar

a printed copy of which is hereto annexed, was published in the entire issue of said newspaper for: (4)
Four

Insertion(s) in the following issues:

April 02, 09, 16, 23, 2011

Total Cost: \$1,011.92

Subscribed and sworn by Jeanine P Day
before me on: April 26, 2011

Debra A Gribble
Notary Public of Oregon

My commission expires May 15, 2012

TRUSTEE'S NOTICE OF SALE

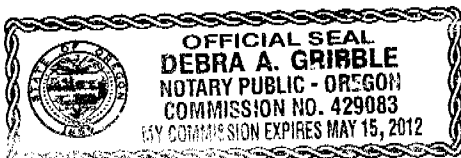
Reference is made to that certain deed of trust ("Trust Deed") made, executed and delivered by Nelmstar, L.L.C., an Idaho Limited Liability Company, as grantor, to AmeriTitle, as trustee, in favor of Textron Financial Corporation, a Delaware corporation, as beneficiary, dated May 22, 2007, and recorded on May 23, 2007, as Recording No. 2007-009359, in the mortgage records of Klamath County, Oregon.

The Trust Deed covers the following described real property ("Property") situated in said county and state, to-wit:
•Lot 44, Block 31, Tract No. 1184, OREGON SHORES UNIT #2 FIRST ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

There are defaults by the grantor or other person owing an obligation, the performance of which is secured by the Trust Deed, with respect to provisions therein which authorize sale in the event of default of such provision; the defaults for which foreclosure is made is grantor's failure to pay when due the following sums:

•Arrearage in the sum of \$141,045.63 as of December 31, 2010, plus additional payments, property expenditures, taxes, liens, assessments, insurance, late fees, attorney's and trustee's fees and costs, and interest due at the time of reinstatement or sale. The full amount of the Note balance became due and payable on May 22, 2010.

By reason of said defaults, the beneficiary has declared all



By reason of said defaults, the beneficiary has declared all sums owing on the obligations secured by said Trust Deed immediately due and payable, said sums being the following, to-wit:

•Payoff in the sum of \$141,045.63 as of December 31, 2010, plus taxes, liens, assessments, property expenditures, insurance, accruing interest, late fees, attorney's and trustee's fees and costs incurred by beneficiary or its assigns. The full amount of the Note balance became due and payable on May 22, 2010.

WHEREFORE, notice hereby is given that the undersigned trustee will on **June 14, 2011**, at the hour of **11:00 a.m.**, in accord with the standard of time established by ORS 187.110, at the following place: **Main Entrance of the Klamath County Courthouse, 316 Main Street, Klamath Falls, Oregon**, sell at public auction to the highest bidder for cash the interest in the above-described Property, which the grantor had or had power to convey at the time of the execution by grantor of the said Trust Deed, together with any interest which the grantor or grantor's successors in interest acquired after the execution of the Trust Deed, to satisfy the obligations thereby secured and the costs and expenses of sale, including a reasonable charge by the trustee.

Notice is further given that any person named in ORS 86.753 has the right, at any time prior to five days before the date last set for the sale, to have this foreclosure proceeding dismissed and the Trust Deed reinstated by payment to the beneficiary of the entire amount then due (other than such portion of the principal as would not then be due had no default occurred) and by curing any other default complained of herein that is capable of being cured by tendering the performance required under the obligation or Trust Deed, and in addition to paying said sum or tendering the performance necessary to cure the default, by paying all costs and expenses actually incurred in enforcing the obligation and Trust Deed, together with trustee's and attorney's fees not exceeding the amounts provided by said ORS 86.753.

In construing this notice, the singular includes the plural, the word "grantor" includes any successor in interest to the grantor as well as any other person owing an obligation, the performance of which is secured by said Trust Deed, and the words "trustee" and "beneficiary" include their respective successors in interest, if any.

The NOTICE TO RESIDENTIAL TENANTS, attached hereto as Exhibit A, is incorporated herein by reference. [Exhibit A, NOTICE TO RESIDENTIAL TENANTS, is not published pursuant to 86.750(2)(b).]

DATED: January 21, 2011.

Marisol Ricoy McAllister, Successor Trustee
Farleigh Wada Witt
121 SW Morrison, Suite 600, Portland, OR 97204
Phone: 503-228-6044; fax: 503-228-1741
#13214 April 02, 09, 16, 23, 2011.

After Recording Return To:
Marisol Ricoy McAllister [BST]
Farleigh Wada Witt
121 SW Morrison Street, Suite 600
Portland, OR 97204-3136

AFFIDAVIT OF COMPLIANCE WITH
SECTIONS 3 (1) AND (2), CHAPTER 864, OREGON LAWS 2009
AS AMENDED BY SECTION 1, CHAPTER 40, OREGON LAWS 2010

I, Marisol Ricoy McAllister, being first duly sworn, depose, say and certify that:

At all times mentioned herein, I was and now am a resident of the State of Oregon, a competent person over the age of eighteen years, and I am an agent of Textron Financial Services, a Delaware corporation, the beneficiary or the beneficiary's successor in interest given under the terms of that certain trust deed ("Trust Deed"), made, executed, and delivered by **Nelmstar, L.L.C.**, an Idaho limited liability company, as grantor, to **AmeriTitle**, as Trustee, in favor of **Textron Financial Corporation**, a Delaware corporation, as beneficiary, dated May 22, 2007 and recorded on May 23, 2007, in the records of Klamath County, Oregon, in Volume 2007, Page 009359 (the "Trust Deed"), and covering the following-described real property (the "Property") situated in the above-mentioned county and state, to wit:

LOT 44, BLOCK 31, TRACT NO. 1184, OREGON SHORES UNIT #2 FIRST ADDITION, ACCORDING TO THE OFFICIAL PLAT THEREOF ON FILE IN THE OFFICE OF THE COUNTY CLERK OF KLAMATH COUNTY, OREGON.

To the best knowledge of the undersigned, based on information provided by the beneficiary:

The Trust Deed is held by a government agency for a loan the government agency funded through a government program, and, therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply, as provided in Section 8(2), Chapter 864, Oregon Laws 2009.

The Trust Deed is not a "Residential Trust Deed" as defined by ORS 86.705(3), and, therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply.

The beneficiary or an agent of the beneficiary did not receive a modification request form within 30 days after the date on which the trustee signed the notice required under ORS 86.737(1). Therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply.

The beneficiary determined in good faith, after considering the most current financial information the grantor provided, that the grantor is not eligible for a loan modification. The beneficiary informed the grantor in writing that the grantor is not eligible and described the basis or the beneficiary's determination and explained the reasons why the grantor is not eligible. Therefore, the obligations of the beneficiary or an agent of the beneficiary under Sections 3(1) and (2), Chapter 864, Oregon Laws 2009 do not apply, as provided in Section 3 (4), Chapter 864, Oregon Laws 2009.

The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. The beneficiary or the beneficiary's agent, not later than 45 days after receiving the form, notified the grantor that the beneficiary denied the request or required additional information. The beneficiary denied the request. The beneficiary provided the grantor with an explanation of how the beneficiary or the beneficiary's agent calculated that the grantor was not eligible for a loan modification. **The grantor did not request a meeting with the beneficiary**; therefore, the obligations of the beneficiary or an agent of the beneficiary under Section 3 (2), Chapter 864, Oregon Laws 2009, do not apply.

The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. **The grantor timely requested a meeting with the beneficiary.** Before the beneficiary or the beneficiary's agent responded to the grantor's request to modify the loan, the beneficiary or the beneficiary's agent [CIRCLE ALL THAT APPLY]:

- met with the grantor in person, and/or
- spoke with the grantor by telephone.

The beneficiary or beneficiary's agent that met with the grantor had or was able to obtain the authority to modify the loan. The beneficiary or the beneficiary's agent, not later than 45 days after receiving the form, notified the grantor that the beneficiary denied the request or required additional information. The beneficiary denied the request. The beneficiary provided the grantor with an explanation of how the beneficiary or the beneficiary's agent calculated that the grantor was not eligible for a loan modification.

The beneficiary or an agent of the beneficiary reviewed the information the grantor provided in the **modification request form**, and, in good faith, processed the grantor's request. **The grantor timely requested a meeting with the beneficiary.** Before the beneficiary or the beneficiary's agent responded to the grantor's request to modify the loan, the beneficiary or the beneficiary's agent took reasonable steps to schedule the meeting by contacting the grantor at [CIRCLE ALL THAT APPLY]:

- at the grantor's last known address,
- at the grantor's telephone number, and/or

